



PATENT  
Atty Docket No. 1282-023/MMM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE


First Named Inventor: Chang  
Application Number: 10/823,513  
Filing Date: April 12, 200  
Title: Autorun for Integrated Circuit  
Memory Component

Date of Mailing: December 27, 2004

Examiner:  
Art Unit: 2818

Certificate of Transmission Under 37 C.F.R. § 1.8

I hereby certify that this paper and the documents referred to as being attached or enclosed herewith are being transmitted to Commissioner For Patents, PO Box 1450, Alexandria, VA 22313-1450 on December 27, 2004.

  
Mark M. Meininger (Registration No. 32,428)  
Attorney of Record

**PETITION TO FILE  
WHEN INVENTOR CANNOT BE REACHED  
(37 CFR 1.47(A))**

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Applicant hereby petitions to make the above application on behalf of non-signing inventor Vinaynathan Viswanathan, whose last known address was:


69, Amchi Colony, Bavdhan Khurd, Pune, MH 411021 India

A Declaration of William Ho Chang is attached with proof of pertinent facts.

A petition fee under (37 CFR 1.17(h)) is enclosed.

IPSOLON LLP  
805 SW BROADWAY #2740  
PORTLAND, OREGON 97205  
TEL. (503) 249-7066  
FAX (503) 249-7068

Respectfully Submitted,

  
Mark M. Meininger  
Registration No. 32,428

01/03/2005 HGUTEMA1 00000024 500241 10823513

03 FC:1463

200.00 OP

DECLARATION OF WILLIAM HO CHANG

I, William Ho Chang, declare the following:


1. I am co-inventor with Vinaynathan Viswanathan of an Invention titled Autorun for Integrated Circuit Memory Component for which U.S. Patent Application No. 10/823,513 was filed April 12, 2004, claiming benefit of U.S. Provisional Application No. 60/462,080, filed April 11, 2003;
2. I am President of Flexiworld Technologies, Inc., the assignee of the Invention by an Assignment signed by me on December 27, 2004 (copy attached) and by a Confidentiality and Proprietary Rights Agreement signed by Vinaynathan Viswanathan on July 11, 2002 (copy attached);
3. Vinaynathan Viswanathan was located in India and employed by Encodex India, a firm in India with which Flexiworld Technologies, Inc. had a software development contract from July, 2002 to August 1, 2003;
4. As of August 1, 2003, Flexiworld Technologies, Inc. the software development contract with Encodex India was terminated;
5. As of July 30, 2003, Vinaynathan Viswanathan was no longer employed by Encodex India;
6. During the term of the software development contract, I met with Vinaynathan Viswanathan several times in India and communicated with him via email and telephone;
7. After filing the patent application, I attempted to contact Vinaynathan Viswanathan via the home telephone number (011-91-205423566) and personal email address (vinay@indianmensa.org) I had on record for him to arrange for him to join in the application. I attempted to call him in November, 2004 and again on December 11, 15, and 25, 2004. Each time I received a recording that the telephone number is incorrect;
8. I also attempted to contact Vinaynathan Viswanathan via the email address

above to arrange for him to join in the application. I sent him an email on December 15, 2004. I received an automated reply indicating "Delivery failure" and that "No recipients were successfully delivered to;"

9. I have no other manner of contacting Vinaynathan Viswanathan;

10. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: December 27, 2004

  
\_\_\_\_\_  
William Ho Chang

## ASSIGNMENT

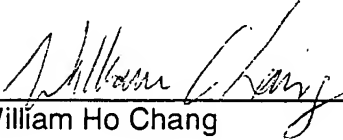
WHEREAS, I, William Ho Chang (hereinafter referred to as ASSIGNOR), of Vancouver, State of Washington, am the sole inventor of an invention entitled AUTORUN FOR INTEGRATED CIRCUIT MEMORY COMPONENT, as described and claimed in the specification forming part of an application filed April 12, 2004 as Application No. 10/823,513;

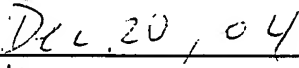
WHEREAS Flexiworld Technologies, Inc. (hereinafter referred to as ASSIGNEE), a corporation of the State of Washington having a mailing address of 3439 N.E. Sandy Blvd # 267, Portland, OR 97232, is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto said ASSIGNEE, the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, transfer and sale not been made. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNOR agrees to

execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

Executed at the place and date opposite my signature below.

  
\_\_\_\_\_  
William Ho Chang

  
\_\_\_\_\_  
Date

Portland, Oregon

## CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

I, Vinaynathan Viswanathan the undersigned employee or consultant, enters into this Confidentiality and Proprietary Rights Agreement (Agreement) with Flexiworld Technologies, Inc., including all its current and future businesses and subsidiaries, (Company) as of the date shown below.

Company has researched, compiled and developed certain proprietary data, including, but not limited to customer information, trade secrets, and other information which is not generally disclosed by Company to the public. In the course of my employment or consulting relationship with Company, I may acquire knowledge (both orally and in writing) relating to confidential affairs of the company and confidential or proprietary information. In consideration of my employment (hired by Encodex Technologies India Pvt. Ltd (Encodex) to provide full time services to Company) or consulting relationship to Company, and Company's time, effort and resources devoted to my training and briefing, and my access to Confidential Information (defined below) that will assist me in performing my job duties, I agree as follows:

**1. Confidential Information.** "Confidential Information" is proprietary data that has been researched, compiled, developed and/or maintained by Company, and which is not generally known within the industry. Confidential Information includes, but is not limited to, information, ideas, knowledge, data, or know-how related to products, processes, software, designs, formulae, tests, research, business and/or marketing plans and strategies, costs, profits, pricing, personnel and financial information, capitalization and other corporate data and information, and information about or obtained from customers, authors, suppliers, consultants, licensees, or affiliates. Confidential Information also includes information Company has received from third parties in confidence.

**(a) Use and Disclosure Restrictions.** I will not use or disclose Confidential Information, in any form, for any purpose, except in the course of and for the purposes of my employment or consulting relationship with Company.

**(b) Ownership of Information.** I will obtain no right, title or interest in the Confidential Information, or any related information or data. The Confidential Information and related information shall remain the sole property of Company.

**(c) Return of Information.** I will return all Confidential Information, including all copies in any form, to Company immediately upon termination of my employment or consulting relationship with Company, or earlier upon request of Company.

**2. Return of Property.** In the course of my employment or consulting relationship with Company, I may be provided with equipment, supplies, keys, credits cards, software, and other property for business use. (collectively, "Company Property"). I will return all Company Property immediately upon termination of my employment or consulting relationship with Company, or otherwise immediately on Company's request.

**3. Assignment of Inventions.**

(a) "Inventions" means ideas, improvements, designs, authored works (whether software or other forms), discoveries, business models, development and marketing strategies, formulas, processes, compositions of matter, computer software programs, databases, mask works, or trade secrets whether or not such inventions can be patentable, copyrightable or protected as trade secrets.

(b) "Covered Work" means Inventions conceived, first reduced to practice, or created, by me (alone or with others) while employed by or consulting for Company, or that are developed in whole or in part on Company's time, or in whole or in part using Company's equipment, supplies, or facilities, or that depend for their effectiveness on, or incorporate, Confidential Information. An Invention I conceive or develop is Covered Work whether or not my activities occur (i) on or off the premises, (ii) before, during or after working hours, or (iii) within or without the scope of work assigned to me.

(c) **Assignment.** I understand that Covered Work is work made for hire and, in any case, owned by Company. To the extent any such Covered Work does not qualify as work made for hire, I hereby assign to Company all right, title and interest to all such Covered Work, whenever made. I agree to inform an officer of Company if I intend to incorporate into Company's products or technology or otherwise use for Company's benefit any Invention I made that I believe is not a Covered Work. If I fail to inform an officer of Company prior to such use of an Invention I made, I hereby grant to company a non-exclusive, unlimited, perpetual, irrevocable, worldwide, royalty-free right and license to use such Invention in connection with Company's business and in its sole discretion.

(d) **Assignment of Other Rights.** In addition to the foregoing assignment to the Company, I hereby transfer and assign to the Company any and all "Moral Rights" (as defined below) on Covered Work. I also hereby waive and agree never to assert any and all Moral Rights I may have in or with respect to any Covered Work, even after termination of my relationship with the Company. "Moral Rights" mean any rights to claim authorship of any Invention to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

(e) **Exceptions.** This Agreement does not apply to any Invention I made that predates my employment or consulting relationship with Company and which is identified on Exhibit A to this Agreement. This Agreement also does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Company was used and which was developed entirely on my own time, unless (i) the invention relates directly to the business of Company, or to Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work I performed for Company.

(f) **Cooperation.** I will reveal promptly all information relating to Inventions and Covered Work to an appropriate officer of the Company. At Company's expense, and for no additional compensation, I will cooperate with Company and execute such documents as may be requested if Company desires to seek, document or enhance Company's ownership, copyright, patent or trademark protection relating to any Covered Work, even after I no longer work for

employee of Company or any person who has left the employ of Company within the then previous six (6) months. The terms "Company client" and "Company customer" include any parent corporation, subsidiary Corporation, affiliate corporation or partner or joint venture of a client or customer. "Company prospect" means any person or entity to whom Company has submitted a bid or proposal within the then immediately preceding six (6) months.

**8. Noncompetition.** For two (2) years following termination of my employment or consulting or work relations for any reason with Company, I will not directly or indirectly Compete (defined below) with Company anywhere Company is doing or planning to do business, nor will I engage in any other activity which would conflict with the Company's business, or interfere with my obligations to the Company. "Compete" means directly or indirectly: (i) have any financial interest in, (ii) join, operate, control or participate in, or be connected as an officer, employee, agent, independent contractor, partner, principal or shareholder with (except as holder of not more than five percent (5%) of the outstanding stock of any class of a corporation, the stock of which is actively publicly traded) or (iii) provide services in any capacity to those participating in the ownership, management, operation or control of, and/or (iv) act as a consultant or subcontractor to, a Competitive Business (defined below). "Competitive Business" means any corporation, proprietorship, association or other entity or person engaged in the sale, production and/or development of products or the rendering of services of a kind similar to or competitive with that sold, produced, developed or rendered by Company as of the date my employment or consulting relationship terminates.

**9. Continuation of Obligations.** Except to the extent this Agreement provides otherwise, the restrictions of and my obligations under this Agreement will continue after my employment or consulting relationship terminates, regardless of the reason for termination. Upon termination of my employment or consulting relationship, I agree to execute and deliver to Company the Termination Certification in the form attached as Exhibit B to this Agreement.

**10. Consent to Injunction.** I acknowledge that Company would suffer irreparable harm for which monetary damages alone would not adequately compensate Company if I breached this Agreement. For that reason, I agree Company shall be entitled to injunctive relief to enjoin any breach or threatened breach of this Agreement, in addition to any other available remedies.

**11. Governing Law and Jurisdiction.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. The exclusive jurisdiction for any action to interpret or enforce this Agreement shall be King County, Washington.

**12. Attorney Fees.** In the event of any suit, action or arbitration to interpret or enforce this Agreement, the prevailing party shall be entitled to its attorney fees, costs, and out-of-pocket expenses, at trial and on appeal.

**13. Waiver.** Company's failure to demand strict performance of any provision of this Agreement shall not constitute a waiver of any provision, term, covenant, or condition of this Agreement or the right to demand strict performance in the future.

**14. Successors and Assigns.** This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and may be assigned and enforced by Company, its successors and assigns.

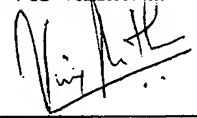


**15. Entire Agreement.** This Agreement and any confidentiality, nonsolicitation, and/or noncompetition agreement I entered into with Company or any predecessor company acquired by or affiliated with Company, constitute the entire agreement of Company and me with respect to the subject matter of this Agreement. Each of the rights, obligations and remedies provided for in these agreements shall be cumulative.

**16. Severability and Enforcement.** The parties agree that any provision of this Agreement or its application which is held invalid shall be modified as necessary to render it valid and enforceable. If any provision of this Agreement or its application is held invalid and cannot be modified to render it valid and enforceable, the invalidity shall not affect other obligations, provisions, or applications of this Agreement which can be given effect without the invalid provisions or applications.

**17. Opportunity for Review.** I acknowledge that I have carefully read the foregoing Agreement, understand its contents, and signed it voluntarily.

Vinaynathan Viswanathan :

Signature: 

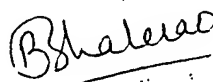
Date: 11 JULY 2002

Witnesses:

1. Poochya Salvekar  
669/i-B, 'Hastipuram', Pune  
411037 India.



2. Rajashree Bhalekar  
A-201, Shilpa hsg Soc,  
Nigdi, Pune - 411044  
India



**Exhibit A**

**List of Prior Inventions and Original Works of Authorship Excluded from Section 3**

<b>TITLE</b>	<b>DATE</b>	<b>IDENTIFYING NUMBER OR DESCRIPTION</b>
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\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional sheets attached

Print Name: Vinaynathan Viswanathan

Signature of Employee/consultant: \_\_\_\_\_

Date: 11 JULY 2002

## Exhibit B

### TERMINATION CERTIFICATION

I hereby certify that I have returned all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, documents, and property, including copies and reproductions of all of the aforementioned items belonging to Company, its subsidiaries, affiliates, successors and assigns, and deleted all Confidential Information from all personal computers and servers that are not within Company's control, excepting only (i) my personal copies of records relating to my employment; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement. I further certify that I have complied with all the terms of the Company's Confidentiality and Proprietary Rights Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I hereby affirm my continuing obligations under the Company's Confidentiality and Proprietary Rights Agreement, notwithstanding the termination of my employment or consulting relationship.

Print Name: Vinaynathan Viswanathan

Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_